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RECENT CASES.

Assignment — Negotiable Paper — Right of Holders — Indemnity.—*Citizen's Bank v. Kendrick et al.* ; *Dority v. Franklin Bank et al.*, 21 S. W. Rep. 1070 (Tenn.) These suits were brought in chancery to settle the insolvent estates of the two defendants. The Franklin Bank, in which Kendrick, Pettus & Co., had deposited \$32,000 had indorsed the latter's paper to the extent of \$75,000. Both became insolvent, and holders of the paper claimed that they were entitled to a full *pro rata* out of each of the insolvent estates, whose assets in both cases amounted to about one-fourth their liabilities. The bank claimed a right to hold the deposit as an indemnity against what it might have to pay as indorser. The court held that it is well settled that if both maker and indorser of negotiable paper become insolvent and voluntarily assign for the benefit of their creditors, the holder is entitled to receive a full *pro rata* from the estate of each, provided the sum does not exceed the true amount of the debt, and that, in case the indorser holds a deposit of the maker, he is entitled to retain it as an indemnity, and his liability to pay, and the insolvency of the maker are sufficient, without more, to justify an equitable set-off.

Aggravated Assault — What Constitutes.—*Kiersey v. State*, 22 S. W. Rep. 37. It is pleasant to note that the Supreme Court of Texas has decided that a man has a legal right to ask a woman for a kiss and to insist upon her granting it. The defendant was to be "best man" at the marriage of his friend to a young widow. Having secured a marriage license and the services of a justice of the peace, he proceeded to the widow's home only to find that the bridegroom-elect had failed to put in an appearance. After considerable waiting, defendant went in pursuit of the truant lover, but failing to find him he found something to drink and returned to the widow's home in a convivial frame of mind. Meeting her at the door and acquainting her with the failure of his search, he offered to mingle his joy with her sorrow in a kiss of consolation, to which she ungratefully excepted and closed the door in his face. He, nothing daunted, opened the door, followed her into the house and urged his claim, even kneeling beside her chair. The